

ORIGINAL



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31EX

Exhibit  
C1,C2,C3,C4,C8,R1  
R2,R3,S1  
W-01445A-04/0622

RECEIVED

2004 DEC -2 1 P 3:56

AZ CORP COMMISSION  
DOCUMENT CONTROL

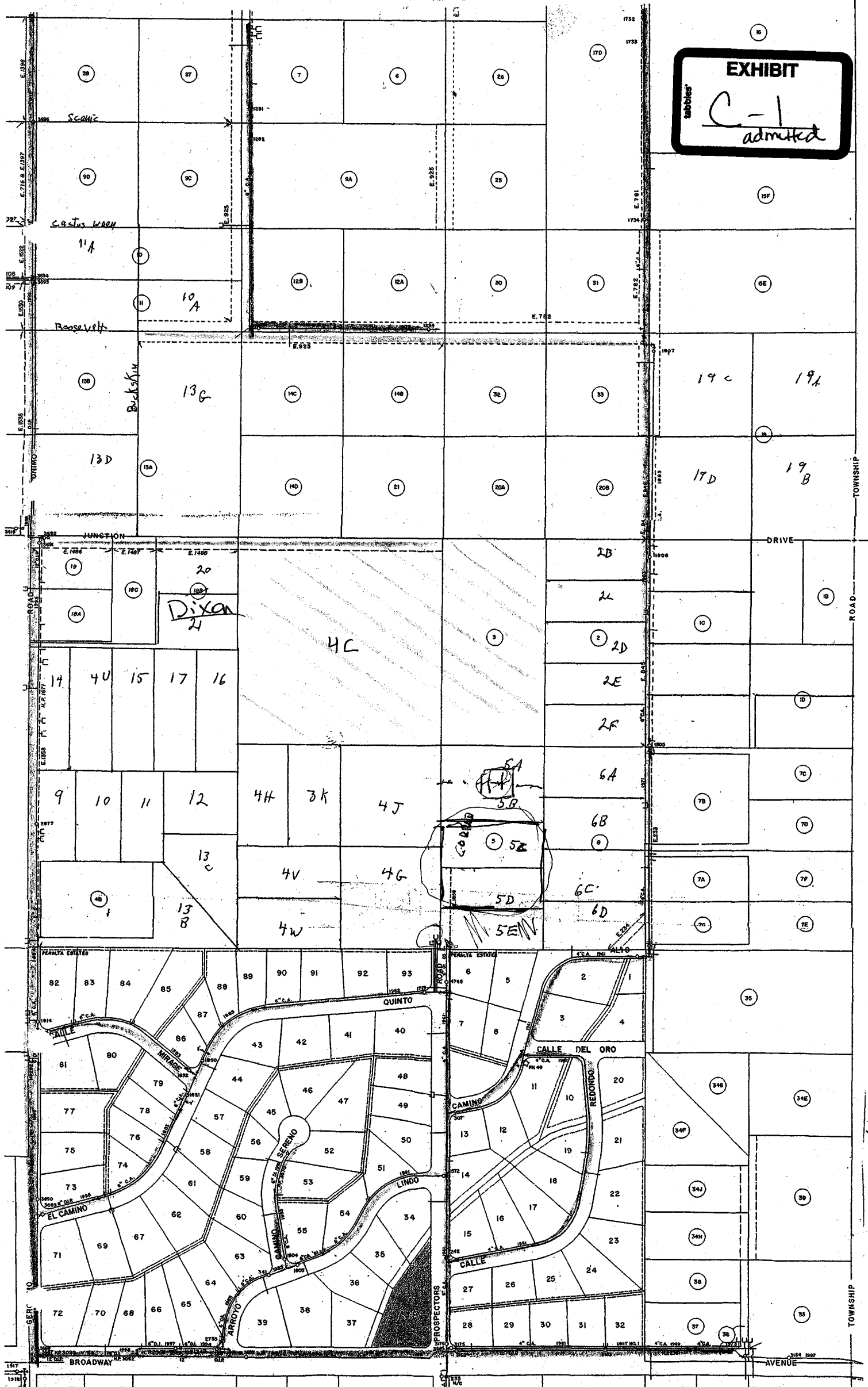
Arizona Corporation Commission  
DOCKETED

DEC 02 2004

DOCKETED BY	CM
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EXHIBIT  
tabbles  
C-1  
admitted

RICHARD N. CORROW  
DONNA L. CORROW  
566 DEL NORTE LANE



APACHE JUNCTION

SE 1/4 SEC. 24-1  
WATER DIST.  
ARIZONA WATER  
PHOENIX, ARIZ.  
SCALE 1"=200' DATE

Existing Water Mains  
Unsurveyed Right-of-way

# ARIZONA WATER COMPANY

3805 N. BLACK CANYON HIGHWAY, PHOENIX, ARIZONA 85015-5351 • P.O. BOX 29006, PHOENIX, ARIZONA 85038-9006  
PHONE: (602) 240-6860 • FAX: (602) 240-6878 • WWW.AZWATER.COM

August 12, 2004

Kenneth W. Dickson  
Joyce N. Dickson  
31 S. Geronimo Road  
Apache Junction, AZ 85219

Re: Easement for Pipelines

Dear Kenneth and Joyce:

Please have the enclosed easement signed, notarized, and returned to Arizona Water Company for recording. A recorded copy of the easement will be forwarded to the Grantor.

This easement is required before Arizona Water Company will release to construction the above-referenced project. Please call me at this office if you have any questions.

Very truly yours,

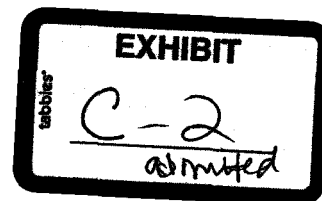


Mike Loggins  
Engineer

([engineering@azwater.com](mailto:engineering@azwater.com))

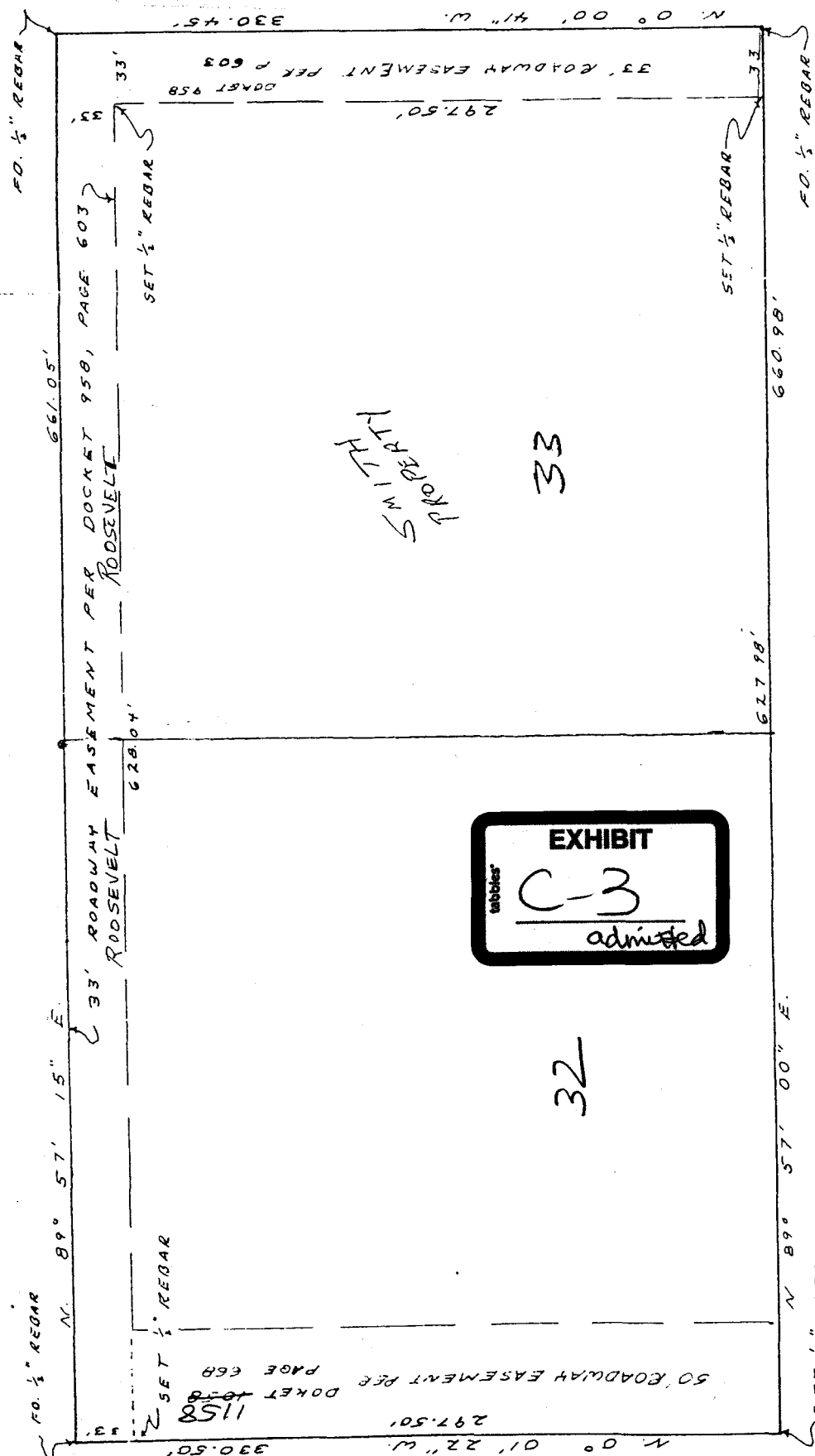
kd

Enclosures



E-MAIL: [mail@azwater.com](mailto:mail@azwater.com)

William J. Morris, 1918-1920  
-623-324-9013



TH-1  
SWEEP  
PROB

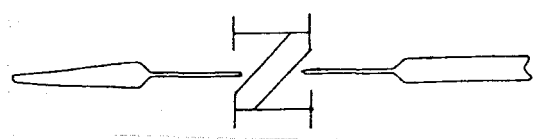
M  
M

**EXHIBIT**  
**tabbles®** C-3  
admitted

32

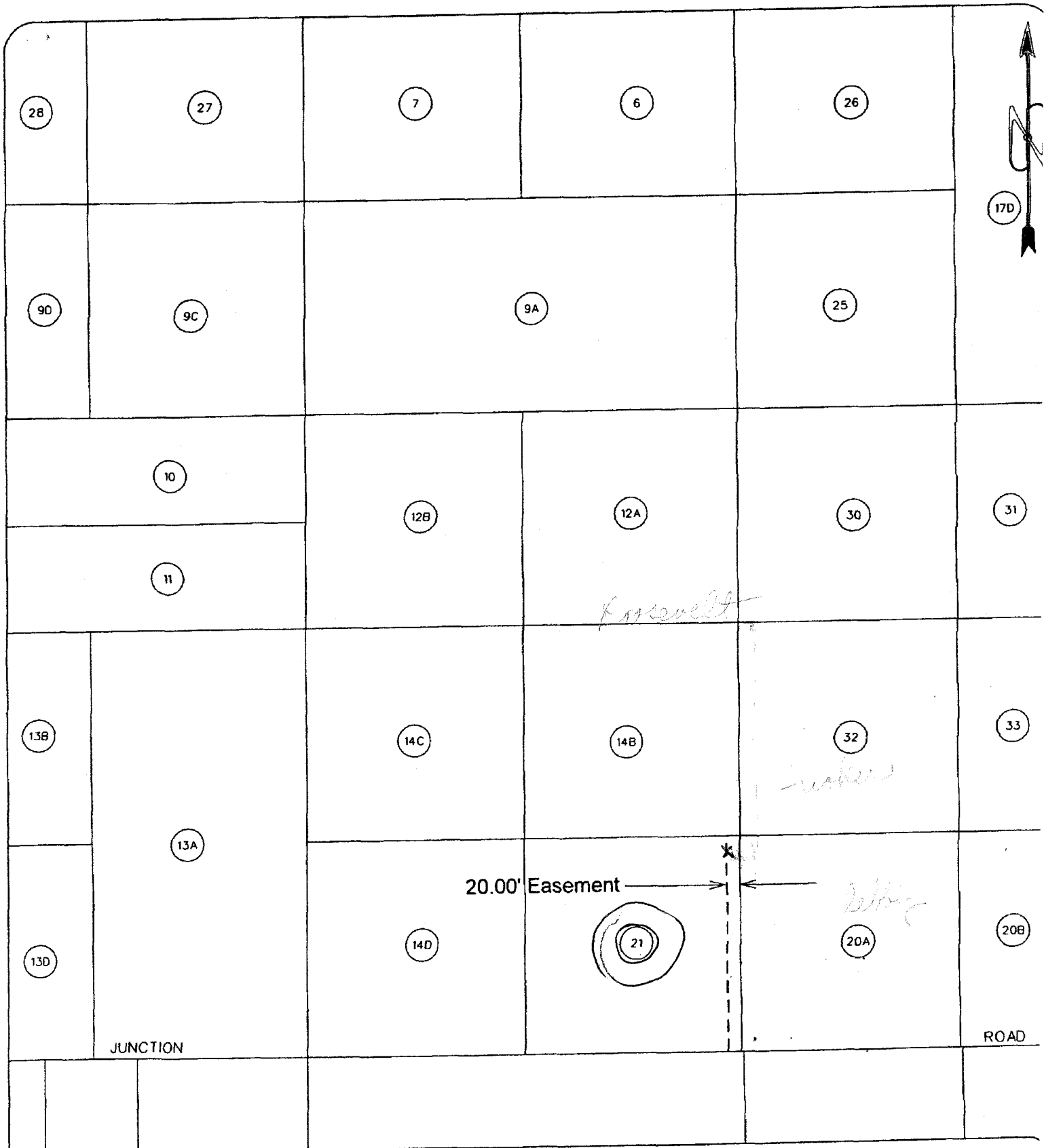
LEGAL DESCRIPTION

N  $\frac{1}{2}$ , S.W.  $\frac{1}{4}$ , S.E.  $\frac{1}{4}$ , N.E.  $\frac{1}{4}$ ,  
SEC. 24, T. 1 N., R. 8 E.,  
G. & S. R. B. & M.,  
PINAL COUNTY, ARIZONA.



1" = 60'  
SCALE





**EXHIBIT**  
**C-4**  
*admitted*

# **ARIZONA WATER COMPANY**

## **EASEMENT LOCATION DRAWING**

Easement Location: Northeast Quarter Section 24 - Township 1 N., Range 8 E.  
 Assessors Parcel: 103-31-021  
 Property Owner: Kenneth W. & Joyce N. Dickson

NEIGHBORHOOD AGREEMENT CONCERNING ARIZONA  
WATER COMPANY'S DEMAND TO EXTEND WATER MAIN  
THROUGH PRIVATE LANDS

We the below signed property owners described as parcel numbers and addresses listed, have become aware of Arizona Water Company's intent to extend a six-inch water main through our property. We are against such extension and would deny access through our property by refusing to grant an easement.

We understand that the only property that could be served are two undeveloped parcels known as Pinal County Assessors' Parcel numbers 103-09-4C and 103-09-3. It is our understanding these parcels could be adequately served by a water main extension in an existing right-of-way previously granted to Arizona Water Company. This easement would bring water service to the aforementioned parcels from Geronimo Road along Junction Road.

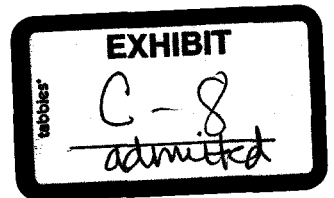
Parcel # 103-09-004C  
Owners: Gary And Vivian Ross  
P.O. Box 4032  
Apache Junction, AZ 85278

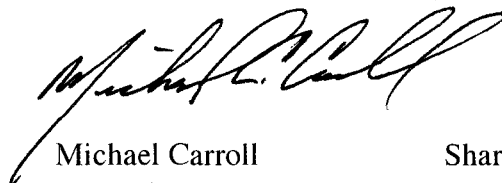
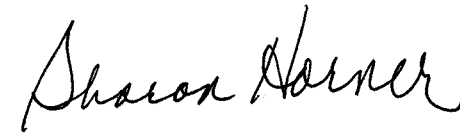
Gary Ross                      Vivian Ross                      Date

Parcel #103-09-4G  
Owners: William and Anita Vassar  
350 S. Prospectors Road  
Apache Junction, AZ 85219

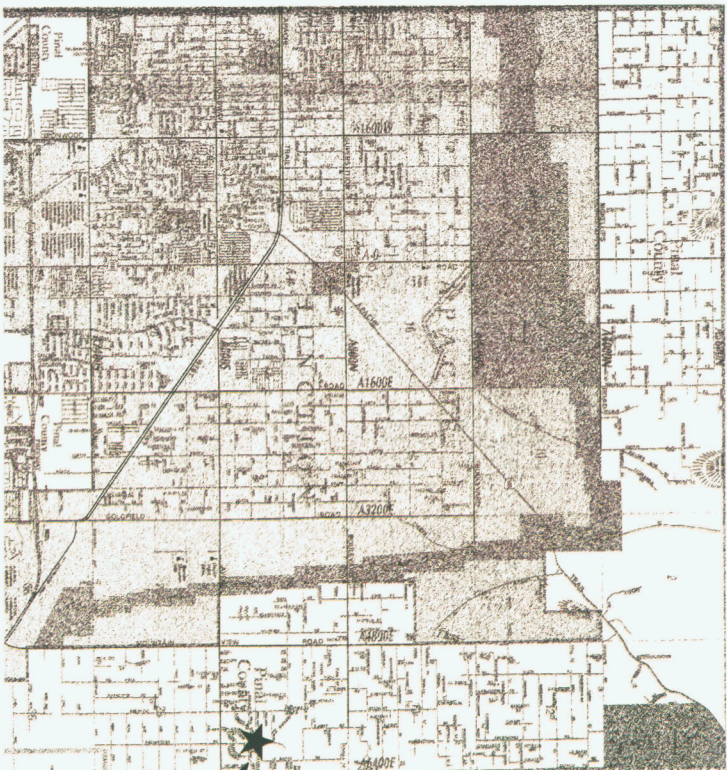
William Vassar                      Anita Vassar                      Date

Parcel #103-09-5A and 5B  
Michael Carroll and Sharon Horner  
235 S. Prospectors Road  
Apache Junction, AZ 85219



  11/15/04  
Michael Carroll                      Sharon Horner                      Date 11-7-04





This Exhibit

VICINITY MAP

OWNER	PARCEL NUMBER
VASSAR	103-09-004G
ROSS	103-09-004J
LOGSDON	103-09-004K
HUOT	103-09-004M
SCHMITT	103-09-004W
CARROLL	103-09-005A
NESS	103-09-005B
CORROW	103-09-005E
	103-09-005C
	103-09-005D

----- EXISTING EASEMENT

————— EXISTING WATERLINE

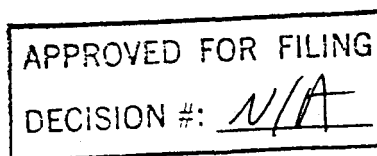
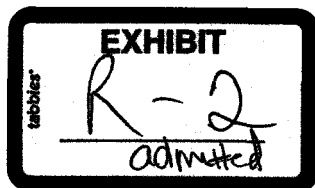




3. When the Company has made arrangements to meet with a customer for water service establishment purposes and the Company or the customer cannot make the appointment during the prearranged time, the Company will reschedule the water service establishment to the satisfaction of both parties.
4. The Company will schedule water service establishment appointments within a maximum range of four (4) hours during normal working hours, unless another time frame is mutually acceptable to the Company and the customer.
5. Water service establishment shall be made only by qualified Company service personnel.
6. For the purposes of this section, water service establishment is where a customer's facilities are ready and acceptable to the Company and the Company need only to install a meter, read a meter, or turn the service on.

**B. SERVICE LINES**

1. An applicant for water service shall be responsible for the cost of installing all customer piping up to the meter.
2. An applicant for water service shall pay to the Company, as a refundable advance for construction, the full cost of a five-eighths- ( $\frac{5}{8}$ ) inch or a one- (1) inch service line and meter if on new pipelines (no charge for five-eighths ( $\frac{5}{8}$ ) inch and one (1) inch if on existing pipelines), and the full cost of two- (2) inch and larger service lines and meters if on either existing or new pipelines. Except where the advances for construction for meters and service lines have been included in advances for construction for main extensions, and thus are refundable pursuant to main extension contracts approved by the Commission, each advance for construction for a service line and meter will be repaid by the Company by an annual credit of one-tenth ( $\frac{1}{10}$ ) of the amount received (including applicable state and federal income taxes), said credit to be applied upon the water bill rendered in November of each year, until fully paid, for each water service and meter for which the advance was made, said credit to commence the month of November for all such advances received during the preceding calendar year.
3. Where water service is being provided for the first time, the customer shall provide and maintain a private cutoff valve within eighteen (18) inches of the meter on the customer's side of the meter, and the Company will provide a like valve on the Company's side of such meter.
4. The Company at its option may install its meter at the property line, on the customer's property or in another location mutually agreed upon.
5. Where the meter or service line location on the customer's premises is changed, either at the request of the customer or due to alterations on the customer's premises, the customer shall provide and have installed at his or her expense all piping necessary for relocating the meter and the Company will make a non-refundable charge for moving the meter and/or service line.
6. The customer's piping must be installed in such a manner as to prevent cross-connection or backflow into the Company's water system in compliance with the Company's Tariff No. CC-258, "Cross-Connection Control," as approved by the Commission.



ORIGINAL

3. A balance remaining at the end of the ten- (10) year period set out shall become non-refundable, in which case the balance not refunded will be entered as a contribution in aid of construction in the accounts of the Company.
4. The aggregate refunds under this section shall in no event exceed the total of the advances for construction plus applicable state and federal income taxes.
5. No interest will be paid by the Company on any amounts advanced for construction.
6. The Company will make no refunds from any revenue received from any other service lines connected to distribution mains leading up to or taking off from the particular main extension covered by the agreement.
7. Amounts advanced for construction of main extensions will be refunded in accord with the Company's tariffs in force and effect on the date the agreement therefor was executed.

C. ALL AGREEMENTS ARE TO BE IN WRITING

All main extension agreements entered into under this section will be evidenced by a written statement, and signed by the Company and by the parties advancing or contributing the funds under this section, or by the duly authorized agents of each.

D. SYSTEM TO BE AS SPECIFIED BY THE COMPANY

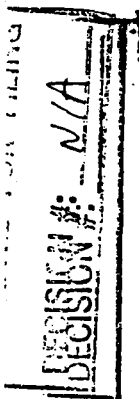
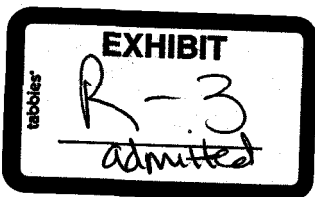
1. The size, design, type and quality of materials of the system installed under this section, the location in the ground, and the manner of installation will be specified by the Company, and will be in accord with the requirements of the Commission and/or other public agencies having authority therein. The Company may install main extensions of any diameter meeting the requirements of the Commission and/or other public agencies having authority over the construction and operation of the water system and mains, except individual main extensions shall be a minimum of six (6) inches standard diameter with a working pressure rating of one hundred fifty (150) psig.
2. Single residential customer advances for construction shall not exceed the reasonable cost of construction of a six- (6) inch diameter main extension. For customer advances for other than a single residential customer, the main sizes will conform to the following specifications:
  - a. For mains installed along section lines or their equivalent, a minimum diameter of twelve (12) inches will be required.
  - b. For mains installed along mid-section lines or their equivalent, a minimum diameter of eight (8) inches will be required.
  - c. For all other locations, a minimum diameter of six (6) inches will be required.

E. COMPANY OWNS ALL FACILITIES

All pipelines, valves, fittings, wells, tanks, meters, service lines or other facilities installed under this section shall be the sole property of the Company, and parties making advances for and/or contributions in aid of construction under this section shall have no right, title or interest in any such facilities.

F. MAIN EXTENSIONS WILL BE SCHEDULED PROMPTLY

The Company will schedule all new requests for main extension agreements, and for water service under main extension agreements, promptly and in the order received.



“If the property that is being served by the meter to be installed per this service request is ever reconfigured such that the meter is no longer on the property line or property being served, the customer may be held responsible for moving the meter such that it will be on the property or property line of the reconfigured property being served. Costs of moving of the meter will include the costs of installing **ALL** necessary equipment necessary to make the meter operable, which may include the costs of a main extension. All modifications to customer piping (piping on the customer’s side of the meter) that may be necessary shall be the customer’s responsibility.”

